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A PROFESSIONAL LIMITED LIABILITY COMPANY

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July 13, 2000

## Via Hand-Delivery

K. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37219

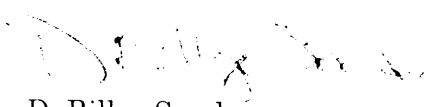
Re: Application of SBC Telecom, Inc. for Rates, Rules and Administrative Regulations for Furnishing Local Exchange Services within the State of Tennessee;  
Docket No. 00-00025

Dear Mr. Waddell:

Enclosed you will find the original and thirteen (13) copies of the tariff to be filed for SBC Telecom, Inc. Also enclosed are copies to be date stamped and returned to our courier.

Please contact me if you need additional information.

Sincerely,

  
D. Billye Sanders

DBS:lmb  
w/Enclosures

**SBC TELECOM, INC.**

**RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING  
LOCAL EXCHANGE SERVICES  
WITHIN THE STATE OF TENNESSEE**

REC'D  
REGULATORY DIV.  
JUL 13 PM 2:18  
SBC TELECOM, INC.  
EXECUTIVE SECRETARY

This Tariff ("Tariff") is on file with the Tennessee Regulatory Authority and copies may be inspected during normal working hours at the SBC Telecom, Inc.'s principal place of business, 175 East Houston Street, San Antonio, Texas 78205.

Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
175 E. Houston Street  
San Antonio, Texas 78205

CHECK PAGE

The pages of this Tariff are effective as of the date shown at the top of the respective page. Original and revised pages as named below comprise all changes from the original Tariff.

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Issued: July 13, 2000

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APPLICATION OF THE TARIFF

- A. This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by the Company to Customers within the local exchange service area defined herein.
- B. The Company operates in some areas as a facilities-based provider of local exchange Service and, in others, as a reseller of the services of a Local Exchange Carrier.
- C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of the Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding Tariffs.
- F. The Company reserves the right to offer its Customers a variety of Services as deemed appropriate by the Company.
- G. The Company will provide Services requested by Customers which are not included in this Tariff, depending on equipment and facility availability and economic considerations. Pricing for these Services will be accomplished on an Individual Case Basis (ICB) Contract.
- H. The Services included in this tariff are intended for purchase by end-use retail customers. Interexchange Carriers (IXC) should consult the access Tariff to order Services for resale purposes or enter into an ICB Contract.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - To signify change in the meaning of text

D - To signify decreased rate

I - To signify increased rate

N - To signify text clarification

M - To signify relocation of text without change

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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right hand corner of each page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the TRA. For example, the 4th revised page 14 cancels the 3rd revised page 14. Because of various suspension periods, deferrals, *etc.* the TRA follows in its Tariff approval process, the most current page number on file with the TRA is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are six (6) levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the TRA, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. An asterisk (\*) designates all revisions made in a given filing. There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check page to find out if a particular page is the most current on file with the TRA.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

### 1. DEFINITIONS

Certain terms used generally throughout this Tariff are defined below:

Advance Payment: Part or all of a payment required before the start of Service.

Applicant: Any entity or individual who applies for Service offered under this Tariff.

Authorized User: An end user authorized by the Customer to use the Service.

Business Customer: A Customer that uses a Business Line as set forth in this Tariff.

Carrier: A company authorized by the Tennessee Regulatory Authority to provide telecommunications services.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

Centrex: A Central Office based business communication system.

Channel or Circuit: A path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

Channel Mileage: Distance calculated using the telephone industry standard Rate Centers ("V" & "H") between Company's and Customer's Premises.

Collect Call: A billing arrangement where a call is billed to the called station.

Company: SBC Telecom, Inc.

Contract: An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

Customer: A person, firm, corporation or other entity which orders or uses Service, who by receiving and using the Service, has agreed honor the terms of the Service herein, and is responsible for the payment of rates and charges for Service to all Customer locations and for compliance with Tariff regulations.

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Customer Premises Equipment ("CPE"): Equipment located at the Customer's Premises for use with the Company's Services. CPE can include, for example, a station set, facsimile machine, key system, PBX, or other voice and data communication equipment.

Dedicated Access Service: Denotes non-switched, point-to-point Services over fully dedicated lines, at a fixed monthly rate, between Customer's Premises and Company facilities.

Demarcation Point: Denotes the point of interconnection between the Company's facilities and the wiring at the Customer's Premises.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of a Company operator.

Digital: A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID"): A Service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Directory Assistance Service: A Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System ("IVS") that will provide available, published directory listings.

DSL: Digital Subscriber Line.

DS-1: Digital Service, Level 1. A 1.544 Mbps dedicated Digital transmission connection furnished by the Company that may either be a connection between a Customer's Premises and the Company's Premises or a connection between two (2) Customer Premises.

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DS-3: Digital Service, Level 3. The equivalent of 28 DS-1 Channels and capable of operating at 44.736 Mbps. (Also called a T-3).

Dual Tone Multi-Frequency ("DTMF"): The signaling type employed by dial tone station sets.

E-911/911: An emergency Service whereby a Customer dials a 911 emergency code or other emergency number, and is then connected to a emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

Exchange Access Lines: Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

FCC: Federal Communications Commission.

Force Majeure: Causes beyond the Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Individual Case Basis ("ICB"): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

Interexchange Carrier ("IXC"): A long distance telecommunications services provider.

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ISDN: Integrated Services Digital Network. A Digital technology that allows the provision of more than one (1) communication path, called a channel, over the same copper wire arrangement that provides traditional telephone Service.

Local Exchange Carrier ("LEC"): A provider of local telephone service.

LERG: Local Exchange Routing Guide. A Telcordia document which lists all North American Class 5 Offices (Central Offices; or end offices) and which describes their relationship to Class 4 Offices (Tandem Offices).

Local Calling Area: The area within which a subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

Mbps: Megabits per second or millions of bits per second.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

NPA: Numbering plan area or area code.

NXX: The first three digits of a seven-digit telephone number.

Operator Services: Assistance by an operator or automated Interactive Voice System ("IVS") whereby Customers may request, for example, assistance in dialing a number, calling person to person, billing a call to a calling card or to a third number, or calling collect.

PBX: Private Branch Exchange.

Person-to-Person: A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

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Point of Presence ("POP"): Refers to a location or site containing telecommunications equipment that can include, but is not limited to, switches, multiplexers, modems, leased lines, and routers. A Carrier's Point of Presence usually means a location where the Carrier connects to other Carriers or its Customers.

Premises: Denotes a building, a portion of a building in a multi-tenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

Private Line Service: Denotes non-switched point-to-point Service over fully dedicated lines.

Rate Center: Denotes a geographically specified point used to determine distance dependent rates.

Residential Customer: A Customer that uses a Residential Line as set forth in this Tariff.

Recurring Charges: Charges that are assessed for Services included within this Tariff on a recurring, monthly basis.

Service: The telecommunications services offered by the Company.

Service Area: The area in which the Company provides Service.

Service Order: The request for facilities or Service by an Applicant or Customer. The request may be in writing, or orally, at the Company's discretion. Acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Services Start Date.

Service Start Date: The first day following the date on which the requested Service or facility is available for use.

Station: Telephone equipment from or to which calls are placed.

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Station-to-Station: Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

TRA: Tennessee Regulatory Authority.

Telcordia: An independent telecommunications research company.

Telecommunications Relay Service ("TRS"): Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

Termination of Service: Discontinuance of both incoming and outgoing Service.

Third Number Billing: A billing option that allows a call to be billed to an account different from that of the calling or called party.

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

V & H: Vertical and Horizontal geographic coordinates.

White Pages Directory Listing: A directory listing found in the local White Pages telephone directory.

Working Day: Any day on which the Company's business office is open and the U.S. Mail is delivered.

2. REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company undertakes to provide and is only responsible for the Services offered in this Tariff on the terms and conditions and at the rates and charges specified herein. The Company may offer various unregulated Services in conjunction with or ancillary to its regulated Services. The Company is not responsible to any other entity or its respective customers for any service provided by the other entity that purchases access to the Company network or uses any of the Company's facilities or Services, in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment and Facilities

Service is offered subject to: the availability of facilities, equipment, or systems; the Company's ability to fulfill the request for Service; and, the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right, without incurring liability, to refuse to provide or to limit Service to or from any location where the necessary facilities, equipment, systems, interconnection arrangements, billing arrangements, and/or switch software are not available.

2.1.3 Terms and Conditions

(A) Minimum Contracts

1. Except as otherwise provided herein, Service is provided and billed on the basis of a minimum period of at least one (1) month, and shall continue to be provided on a monthly basis until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days. All calculations of dates set forth in this Tariff will be based on calendar days, unless otherwise specified herein.

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2. Except as provided in this Tariff, the length of minimum Contract period for directory listings is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.
  3. The Company may require a minimum Contract period longer than one (1) month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction or special Service terms, necessary to meet special demands and involving extra cost or expense.
- (B) Customers may be required to enter into written Service Orders which will contain or reference the name of the Customer, a specific description of the Service ordered, the rates to be charged, and the duration of the Services. Customers will also be required to execute any other documents as may be requested by the Company.
- (C) Except as otherwise stated in the Tariff or by Contract, at the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, Service shall continue on a month to month basis at the then current Tariff rates until terminated by either party. The Company and Customer may agree that the Service shall automatically renew for the term of the initial Contract. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- (D) Another telephone company or provider of telecommunications service must not interfere with the right of any person or entity to obtain Service directly from the Company. The Customer is absolutely prohibited from reselling the Company's Services unless done in compliance with state and federal laws, rules and regulations, and with written permission from the Company.

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- (E) The Customer has no property right to the telephone number or any other call number designation associated with Services furnished by the Company. Except as provided by state or federal requirements, the Company reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

#### 2.1.4 Notification of Service-Affecting Activities

Where possible, the Company may, at its sole discretion, provide the Customer reasonable notification of Service affecting activities that may occur in normal operation of its business.

#### 2.1.5 Taxes, Surcharges, and Fees

- (A) The Customer is responsible for the payment of any sales, use, gross receipts, universal service, excise, access, 911/E911, Telephone Relay Service, subscriber line, franchise, occupation, business, license, privilege or other local, state, or federal charges or surcharges, however designated, whether assessed directly on the Company or assessed on another company or carrier and passed on to the Company (hereinafter individually or collectively referred to as "Fees"), as determined and billed by the Company. The rates for Services provided in this Tariff, unless otherwise specified herein, do not include Fees. Fees imposed by a particular jurisdiction (*e.g.*, county or municipality) will be billed only to those Customers with lines in the affected jurisdiction. When the Company by virtue of collecting Fees incurs costs that would not otherwise normally be incurred, all such costs shall be determined by the Company and billed, insofar as practical, to the Customers with lines in the affected jurisdiction. The Customer is responsible for any Fees that become applicable retroactively.
- (B) Should a local, state or federal jurisdiction assert a right to impose Fees on the Company's operations, the Company may elect to bill the Customer and collect such Fees or it may elect not to do so, pending the conclusion of any challenges to such jurisdiction's right to impose Fees. If it has billed and collected the Fees and the Fees later are found to have been invalid and unenforceable, the Company shall credit or refund such

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amounts to affected Customers, less a reasonable administrative fee, only if the Fees collected were retained by the Company or the Fees delivered to the jurisdiction in question were later returned to the Company. If the Fees were paid to the jurisdiction in question and not returned to the Company, the Customer agrees that his/her/its recourse is against the jurisdiction in question and not against the Company. The Customer specifically agrees to hold the Company harmless from any and all liability for Fees that were delivered to the jurisdiction in question and not returned to the Company.

#### 2.1.6 Interconnection with Other Carriers

Interconnection with the facilities or service of other carriers shall be under applicable terms and conditions of an interconnection agreement. Any special interface equipment or facilities necessary to achieve compatibility between facilities of the Company and other participating Carriers will be provided at the Customer's expense.

### 2.2 Limitations on Liability/Indemnity

2.2.1 The Company shall not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, shall indemnify, defend and hold harmless the Company from, any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- (A) Libel, slander, or invasion of privacy from material, data, information or other content transmitted over the Company's facilities; or
- (B) Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

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- (C) A breach in the privacy or security of communications transmitted over its facilities; or
- (D) Acts, mistakes, omissions, interruptions, delays, errors or defects in transmission over Company's facilities or equipment; or
- (E) Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire; or
- (F) The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable TRA rules and regulations; or
- (G) Violations of the obligations of the Customer section of this Tariff; or
- (H) Defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of the Company's agents or employees; or
- (I) The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or
- (J) Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Company, its employees, agents, representatives, invitees or Authorized Users; or
- (K) Any delay or failure of performance or equipment due to a Force Majeure condition; or

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Issued: July 13, 2000

Effective: August 12, 2000

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- (L) Misrepresentation of, or the failure to disclose, the lawful rates and charges published in this Tariff, so long as the Company has complied with any applicable TRA rules and regulations related thereto; or
- (M) Fees the Company delivered to a jurisdiction in question and not returned to the Company as provided in the Taxes, Surcharges, and Fees section of this Tariff; or
- (N) Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:
  - 1. Another company or Carrier, or their agents or employees, when the facilities or equipment of the other company or Carrier are used for or with the Services the Company offers. This includes the provision of a signaling system or other database by another company; or
  - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited to, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to the Company's network; or
  - 3. A third party.
- (O) Any failures, errors, malfunctions or omissions of Caller ID Blocking as set forth in this Tariff, whether or not arising from or relating to any ordinary negligence or other conduct by the Company.

2.2.2 The liability of the Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omissions, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth herein. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of the Company, its employees or agents.

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Issued: July 13, 2000

Effective: August 12, 2000

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- 2.2.3 The liability of the Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions such suppliers and vendors shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruptions shall be the sole remedy of the Customer and the sole liability of the Company's suppliers and vendors. The Company's suppliers and vendors will not be liable for any direct, indirect incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Service, equipment or facilities, or the acts of omissions, or negligence of the Company's suppliers and vendors, its employees or agents.
- 2.2.4 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the company shall be commenced more than one (1) year after the Service is rendered.
- 2.2.5 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ITS SERVICE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS TARIFF.
- 2.2.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.2.7 Emergency 911 Service
- (A) This Service is offered solely as an aid in handling calls in connection with fire, police, and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether caused by mistakes, omissions, interruptions, delays, errors or defects in (1) the provision of this Service or (2) installation, equipment and facilities furnishing this emergency 911 service.

- (B) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service, features and the equipment associated therewith, or by any Services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, which parties include Customers with a non-published or non-listed telephone number as described in this Tariff, and which infringement or invasion of the right of privacy arises out of the negligence or other wrongful act of the Company, the Customer, its users, agents or municipalities, or the employees or agents of any one of them.

#### 2.2.8 Directory Listings

- (A) The Company's liability arising from errors or omissions in directory listings or in accepting listings presented by Customers or Applicants shall be limited to an abatement or refund of an amount not exceeding the charge for the Service during the period covered by the directory in which the error or omission occurs.
- (B) In conjunction with a non-published or non-listed telephone number as described in this Tariff, the Company will not be liable for failure or refusal to complete any call to a telephone with a non-published or non-listed number when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- (C) When a Customer with a non-published or non-listed telephone number, as described in this Tariff, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the emergency 911 Service. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

2.2.9 The Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

### 2.3 Provision of Equipment and Facilities

#### 2.3.1 General

- (A) The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company or an agent designated by the Company, except upon the written consent of the Company. The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned, headed or otherwise obtained to ensure the required level of Service. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- (C) Equipment installed at the Customer's Premises for use in connection with the Services the Company offers will not be used for any purpose other than that for which the Company has provided such equipment.

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Issued: July 13, 2000

Effective: August 12, 2000

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- (D) Unless otherwise set forth in this Tariff, the Company will not be responsible for the installation, operation, or maintenance of any CPE. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  2. The reception of signals by Customer-provided equipment; or
  3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment; or
  4. The electric power consumed by CPE which shall be provided by, and maintained at the expense of, the Customer; or
  5. For ensuring that CPE connected to Company equipment and facilities is compatible with such equipment and facilities (the Customer is responsible for ensuring such compatibility).
- (E) Any CPE attached to the Company's network shall be in conformance with all FCC requirements, rules and regulations.

#### 2.3.2 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange Service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

### 2.3.3 Non-routine Installation

At the Customer's request, non-routine installation and/or maintenance may be performed outside of the Company's regular business hours. Installation and/or maintenance in hazardous locations may be performed at the Company's discretion. In such cases, additional charges may apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

### 2.3.4 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff for provision of Service to the Customer remains with the Company or third party vendor providing facilities on behalf of the Company.

### 2.3.5 Use of Service

Service is furnished for use by the Customer and may be used by others only as specifically provided elsewhere in this Tariff.

- (A) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information, without payment of the charges applicable to such use. A Customer shall use no device with the Service or facilities of the Company for the purpose of avoiding payment of the applicable charge or defrauding the Company.
- (B) Service shall not be used in any manner that interferes with other persons in the use of their Service, prevents other persons from using their Service, or otherwise impairs the quality of Service to other Customers. The Company may require a Customer to immediately cease use of Service if such use is causing interference with or impairing the Service of others.
- (C) If a Customer's use of Service interferes unreasonably with the Service of other Customers and that interference is believed by the Company to be related to the quantity or grade of service that the Customer has purchased, the interfering Customer may be required to take Service in sufficient quantity, or of a different class or grade, or to cooperate with the Company to eliminate such interference.

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Issued: July 13, 2000

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## 2.4 Obligations of the Customer

### 2.4.1 General

The Customer shall be responsible for:

- (A) Payment of all applicable charges pursuant to this Tariff, Contracts, and special assembly or special construction; and
- (B) Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; by the noncompliance by the Customer with these regulations; or by fire, theft or other casualty on the Customer's Premises; and
- (C) Providing at reasonable charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises; and
- (D) Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange Service to the Customer from the Premises entrance or property line to the location of the equipment space. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service; and ensuring that its equipment and/or system or that of its agent is properly interfaced with the Company's Service; that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff; and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability; and

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Issued: July 13, 2000

Effective: August 12, 2000

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- (E) Providing a safe place to work, complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's or third party vendor's employees or property might result from installation or maintenance by the Company or third party vendor. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work; and
- (F) Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company's facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible; and
- (G) Granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon Termination of Service as stated herein, removing the facilities or equipment; and
- (H) Preventing liens or other encumbrances from being placed or maintained on the Company's equipment or facilities or CPE leased by the Customer from the Company; and
- (I) Making the Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes; and
- (J) Promptly notifying the Company in writing, of any allegation, claim, loss, damage, liability, defect, cost or expense for which the Company may be responsible and cooperating in every reasonable way to facilitate defense or settlement of such allegation, claim, loss, damage, liability, defect, cost or expense.

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(K) PBX Information

Customer shall provide Company with detailed information related to multi-location private branch exchanges ("PBX") and other parties PBXs operating within the Customer's premises or otherwise connected to Company's telecommunication service through Customer. Such information shall include the end-user addresses corresponding to all telephone lines operating through the PBX and such other information, as requested by Company, which will enable Company to determine, in the event of an emergency 911 call routed through a PBX, the physical location from which the call was made. Customer shall continually update this information and shall immediately notify Company of any changes related to this information. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities resulting from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, costs, expenses, claims, liabilities or damages, including third party claims, related to the failure to respond to an emergency 911 telephone call.

(L) Automatic Number Identification

In addition to providing the information requested in 2.4.1(K) (PBX Information) above. Customer shall provide and continually update Company with the correct true automatic number identification ("ANI") for each telephone line operating through a PBX on Customer's premises or otherwise connected to Company's telecommunication service(s) through Customer. Customer recognizes that it may be necessary to purchase and install additional equipment in order to provide the ANI information and that Customer is solely responsible for all costs and expenses related to this equipment. Customer shall indemnify and hold Company harmless from any and all losses, damages, costs, expenses, claims, or liabilities arising from the Customer's failure to immediately provide or update this information to Company, including, but not limited to, any and all losses, damages, costs, expenses, liabilities or claims, including third party claims, related to the failure to respond to an emergency 911 phone call.

#### 2.4.2 Claims

The Customer shall indemnify, defend and hold harmless the Company as set forth in the Limitation of Liability/Indemnity section of this Tariff or as provided elsewhere in this Tariff.

#### 2.4.3 Inspections

- (A) Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment connected to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- (B) The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. If the protective requirements for CPE are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within three (3) days of receiving this notice a Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.4.4 The Customer shall not assert any claim against any other Customer or user of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company.

2.4.5 Fraud and Unauthorized Use of the Network.

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or the fraudulent use of an accepted credit card, provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or any Authorized User to place calls over the network and to have the charges for such calls billed to the Customer's account.
- (C) An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- (D) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss and/or theft promptly upon Customer's discovery of same.
- (E) The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or any Authorized User, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse or abuse of the Customer's Service by third parties, the Customer's employees or the public.
- (F) The liability of the Customer for unauthorized use of the network by credit card fraud is equal to the applicable charges pursuant to this tariff or contract for the property, labor or Services obtained by the unauthorized user provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.
- (G) The Customer is liable for the unauthorized use of the network obtained through the fraudulent access of a telephone system provided that the unauthorized use occurred as a result of inadequate safe keeping by the Customer.

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Issued: July 13, 2000

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## 2.5 Establishment of Service

### 2.5.1 Application for Service/Service Order

- (A) An Applicant for Service may be required by the Company in its sole discretion, to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
- (B) If the Customer's service has been terminated and the Customer wishes to reestablish service, payment of all unpaid, undisputed charges, as well as a Deposit and Advance Payment for all connection charges, may be required by Company prior to re-establishing Service.
- (C) The Company may refuse to establish Service if any of the following conditions exist:
  - 1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment; or
  - 2. A condition exists which in the Company's judgement is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities; or
  - 3. Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements; or
  - 4. The Applicant is known to be in violation of the Company's Tariffs filed with the Commission; or
  - 5. Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service; or

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6. Applicant falsifies his or her identity for the purpose of obtaining Service.
7. The Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any service subject to this Tariff if it is determined that the non-payment customer or real users of the Service still reside at the address.
8. The service requested is not available under Section 2.1.2 of the Tariff.

2.5.2 Establishment of Credit

- (A) The Company may conduct a credit investigation of each new Customer or Applicant prior to accepting a Service Order.
- (B) The Company may, in order to assure payment of its charges for Service, require Applicants and existing Customers to establish and maintain credit acceptable to the Company.
- (C) The establishment and reestablishment of acceptable credit does not relieve the Applicant or Customer from compliance with other provisions in this Tariff as to Deposits, Advance Payments and the payment of charges due, and will in no way modify the provisions regarding disconnection and Termination of Service for failure to pay bills due for Service or facilities furnished.
- (D) A Customer may be required to reestablish credit in accordance with this Tariff when the amount of Service furnished or the basis on which credit was formerly established, in the sole discretion of the Company, has significantly changed.

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### 2.5.3 Advance Payments

To safeguard its interests, the Company may require an Applicant or Customer to make an Advance Payment prior to the provision or restoration of Service or facilities. The Advance Payment will not exceed the amount equal to the Non-Recurring Charge(s) and three (3) months Recurring Charges for the Services or facility to be provided. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges, if any, for a period to be set by the Company and the Customer. The Advance payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit.

### 2.5.4 Deposits

#### (A) General

Applicants for Service or an existing Customer whose financial condition is not acceptable, or not known, to the Company may be required at any time to provide the Company a security Deposit. The Deposit requested will be in cash or, at the Company's option, the equivalent of cash, and will be held as a guarantee for the payment of charges. A Deposit does not relieve the Customer of the responsibility for the timely payment of bills. A Deposit may be required in addition to an Advance Payment. The Company reserves the right to cease accepting and processing Service Orders after it has requested a security Deposit and prior to the Customer's compliance with the request.

The Deposit will not exceed an amount equal to:

1. Two-twelfths (2/12) of the Customer's actual or estimated annual bill for a Service or facility which has a minimum payment period of one month; or
2. The charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the Deposit may include an additional amount in the event that a Termination charge is applicable.

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(B) Interest on Deposits

Deposits held will accrue interest at the rate of 6% per year.

(C) Inadequacy of Deposits

If the amount of a Deposit is proven to be less than required to meet the requirements specified herein, the Customer shall be required to pay an additional Deposit upon request.

(D) Refunds

When a Service or facility is discontinued, the amount of a Deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the Deposit or credit it to the Customer's account.

2.6 Billing and Collection of Charges

2.6.1 Bills will be rendered monthly to the Customer.

2.6.2 All Service, installation, monthly Recurring, and Non-Recurring charges are due and payable upon receipt.

2.6.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which the Service is provided.

2.6.4 For new Customers, or existing Customers whose Service is disconnected, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.6.5 Payment of all bills is due twenty-five (25) days after the date of mailing unless the Customer has been identified as a candidate for potential fraudulent activity, or the Customer has been under treatment for twenty-five (25) days. In those instances, payment is due fifteen (15) days after the date of mailing. Amounts not paid by this date (the "due date") will be considered past due.

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## 2.7 Disputed Bills

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

SBC Telecom, Inc.  
175 Houston Street  
San Antonio, Texas 78201  
(877) 430-7228 (English)  
(877) 418-7228 (Spanish)

- 2.7.1 The Customer is responsible for notifying the Company in person, by telephone, or in writing, within thirty (30) days of the invoice date printed on the bill, of any charges in dispute and the specific basis of such dispute by the due date.
- 2.7.2 All charges not in dispute will be paid by the Customer by the due date. Telephone Service may be Suspended or Terminated for nonpayment of the undisputed portion of a disputed bill or Deposit if the Customer does not pay the undisputed portion as required in this Tariff.
- 2.7.3 Upon notification of a dispute, the Company will undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company will notify the Customer of any amount determined by the Company to be correctly charged and such amount will become immediately due and owing. Amounts determined by the Company to be correctly charged also will be subject to the late payment charge specified in this Tariff. The Company may Suspend/Terminate Service if the Customer fails to pay the amount determined by the Company to be properly charged within five (5) days of the Customer's notification of the Company's determination of the dispute.

## 2.8 Late Payment Charges

- 2.8.1 Customers will be assessed a late fee on past due amounts in the amount of the lesser of 1.5% per month or the maximum lawful rate under applicable state law.
- 2.8.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are bona fide Disputed Amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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2.8.3 Late payment charges do not apply to final accounts.

2.8.4 Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

## 2.9 Cancellation of Service By Customer

Cancellation of Service by the Customer can be made either verbally or in writing.

### 2.9.1 Cancellation Prior to Start of Design of Work or Installation of Facilities

If, prior to cancellation by the Customer, the Company incurs any expenses in installing Service or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost the Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge the Company that would have been chargeable to the Customer had Service been initiated.

### 2.9.2 Cancellation Associated with Special Construction

Where the Company incurs an expense in connection with special construction before it receives a cancellation notice, or where special arrangements of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred applies. In such cases, the charge applies to allow the Company to recover the otherwise non-recoverable costs of engineering, labor, material, equipment and other related expenses.

### 2.9.3 Cancellation During Installation

If cancellation occurs between start and completion of installation, the Customer will be responsible for the estimated cost incurred, not to exceed the charge for the minimum period of services ordered and the total Non-Recurring Charges, including termination charges, applicable to the entire Service, equipment and facilities ordered.

#### 2.9.4 Cancellation After Installation but Prior to Service Start-up

If cancellation notice is provided after completion of installation but prior to connection for Service, the Customer is responsible for the charges applicable as if the items involved were actually connected for Service and immediately ordered disconnected, including;

- (A) All regularly applicable Service Connection Charges and Non-Recurring Charges, and
- (B) All regularly applicable basic termination charges in full, and
- (C) All regularly applicable minimum service charges, and
- (D) Any other amounts as may be specified in the Tariff covering the items involved, and
- (E) Any other amounts that were incurred as a result of expedited orders, or as a result of the cancellation, modification or deferral at the Applicant /Customer's request.

#### 2.9.5 Cancellation of Service After Service Start-up

A Customer who wishes to have Service discontinued shall give at least five (5) days oral or written notice to the telephone company, specifying the date on which it is desired that Service be discontinued. The Customer shall retain responsibility for Service and equipment charges until the day and time on which Service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and Service rendered.

#### 2.9.6 Subsequent Order Charges Due to Modification

In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

## 2.10 Refusal or Termination of Service

The Company may refuse or disconnect Service under any of the following conditions. Unless otherwise stated, the Customer will be provided five (5) Working Days written notice from the date of mailing prior to discontinuance.

- 2.10.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service.
- 2.10.2 For use of the Company's Services for any purpose other than that described in the application.
- 2.10.3 For failure or refusal to provide the Company with a Deposit or Advance Payment to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.10.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.10.5 For non-compliance with and/or violation of the TRA's regulations or the Company's rules and regulations on file with the TRA.
- 2.10.6 For non-payment of bills for Service.
- 2.10.7 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Service to others.
- 2.10.8 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.10.9 Without notice in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for fraudulent use of Service, the Company may, before restoring service, require Customers to make, at their own expense, all changes in facilities or equipment necessary to eliminate unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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Issued: July 13, 2000

Effective: August 12, 2000

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- 2.10.10 For failure of the Customer to make proper application for Service.
- 2.10.11 For Customer's breach of the contract for Service between the Company and the Customer.
- 2.10.12 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11 Reconnection of Customer's Service

Service shall be restored when the causes of disconnection have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the TRA may order pending resolution of any bona fide dispute between the Company and the Customer or Applicant over the disconnection.

A restoral fee of \$25.00 for Residence and \$40.00 for Business is charged per line, per occurrence when Service is restored for Customers who had been suspended for non-payment.

2.12 Miscellaneous

2.12.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs or expense.

2.12.2 Telephone Numbers

Unless otherwise required by state or federal requirements, the Company may change the telephone number of a Customer for engineering, technical, or other reasons. In the event of a dispute between two (2) or more parties regarding use of a number, the decision of the Company will be final and binding on all parties, unless otherwise required by federal or state law.



2.12.3 Ownership and Access to Facilities

Facilities furnished by the Company are the property of the Company or a third-party vendor. The Customer will provide employees, distributors and agents of the Company access to such facilities, at all reasonable times, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing or otherwise servicing such facilities.

2.12.4 Installation, Rearrangement, Repair, Maintenance, Disconnection and Removal of Facilities

The Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network facilities and network elements, owned, leased or otherwise obtained to ensure the required level of service.

2.12.5 Transfer and Assignments

The Customer may not assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

2.12.6 Notices and Communications

- (A) The Customer will designate an address to which the Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which the Company's bills for Service will be mailed.
- (B) The Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. The Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.
- (D) The Company or the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Issued: July 13, 2000

Effective: August 12, 2000

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## 2.13 Interruptions of Service

### 2.13.1 General

- (A) The Company may temporarily interrupt Service when necessary to effect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of government emergency. The Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- (B) It is the obligation of the Customer to notify the Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control, and is not in wiring or equipment connected to the terminal of the Company.
- (C) A credit allowance will not be given unless otherwise specified in this Tariff. A Service is interrupted when it becomes inoperative to the Customer, *e.g.*, the Customer is unable to transmit or receive because of a failure of a component furnished by the Company under this Tariff.
- (D) If the Customer reports to the Company that a Service, facility or circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by the Company or an agent of the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or circuit considered by the Company to be impaired.
- (E) The Customer will be responsible for the payment of service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including, but not limited, to the Customer.

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Issued: July 13, 2000

Effective: August 12, 2000

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### 2.13.2 Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- (A) Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer; or
- (B) Due to the malfunction of Customer-owned telephone equipment; or
- (C) Due to a Force Majeure condition; or
- (D) During any period in which the Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions; or
- (E) During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; or
- (F) That occurs or continues due to the Customer's failure to authorize placement of any element of special construction; or
- (G) That occurs when the Company suspends or terminates Services for nonpayment of charges; or
- (H) For the unlawful or improper use of the facilities or Service.

### 2.13.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

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2.13.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- (B) For calculating allowances, every month is considered to have thirty (30) days.

2.13.5 Credit Allowance for Interruptions in Service

If the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- (A) If the interruption is for twenty four (24) hours or less, no allowance will be made.
- (B) If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth ( $1/30^{\text{th}}$ ) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

2.14 Returned Check Charge

When a check which has been presented to the Company by a Customer in payment for charges, including Deposits and Advance Payments, is returned by a financial institution which refuses to honor it for insufficient funds or a closed or non-existent account, the Customer will be assessed a twenty dollar (\$20.00) charge.

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2.15 Customer Service

Correspondence from the Customer to the Company must be addressed to the attention of the Company's Customer Service department and sent to the appropriate office as listed on the Customer bill. The Customer may also contact the Company's Customer Service department by calling a toll free number provided on the Customer bill.

2.16 Termination Liability

2.16.1 Customers who discontinue Services provided under a volume and/or term contract, prior to the expiration of the contract, may be subject to a termination charge.

2.16.2 Payment of the termination charge does not release the Customer from other amounts owed to the Company including the balance of any Non-Recurring Charges that have been spread over the term of the contract.

2.16.3 Early Termination Liability

(A) If a Customer discontinues Services provided under a term pricing plan prior to the completion of the term, the Customer will be liable for an early termination charge. The termination charge will be the lesser of:

1. The present value of all monthly charges remaining under the term plan; or
2. The dollar difference, including interest, between (1) the current Monthly Charge(s) for the longest term pricing plan that could have been completed based on the time the Customer actually received the Service and (2) the Monthly Charge(s) under the term pricing plan currently in effect; multiplied by the number of months (any partial month to be represented by a fraction) that the Customer received the Service.

(B) The Customer will also be responsible for paying any Non-Recurring Charges the Company originally waived that the Customer would have been charged if the Customer had initially obtained Services on a Month-to-Month basis (or, if Service is not available on a month-to-month basis, under the shortest term available for the Service). Such amount will bear interest as set forth below.

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Issued: July 13, 2000

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- (C) The Customer will also be responsible for payment in full of any Non-Recurring Charges that the Company had agreed to spread out over the term of the plan, such amounts to bear interest as set forth below.
- (D) For purposes of this section, interest and present value will be calculated using the Prime Rate as reported in the Wall Street Journal on January 1<sup>st</sup> for the year during which Service is discontinued.
- (E) All early termination liability set forth above is due and owing within thirty (30) days of termination of Service.
- (F) For example, suppose the Customer discontinues a thirty-six (36) month contract during the twentieth (20) month of Service. Suppose, further, the sixty (60) month, thirty-six (36) month, twelve (12) month and month-to-month terms were available. The Customer's termination charge under this section would be the difference between the twelve (12) month rate and the thirty-six (36) month rate, multiplied by the twenty (20) months the customer received Service, plus (1) any Non-Recurring Charges the Company had waived, with interest, and (2) the remaining balance on any Non-Recurring Charges the Company had agreed to spread out over the term, with interest.

2.16.4 Prior to the completion of the selected Service term plan, the Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan: (1) is for an equal or greater number of circuits than the number ordered originally, and (2) is greater in length than the number of months remaining on the original Service term. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

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## 2.17 Service Provider Options

### 2.17.1 No Primary Interexchange Carrier (PIC) Option

Customers have the option of not selecting a toll provider as primary carrier for intraLATA and/or interLATA toll traffic, thus requiring the customer to use an access code to obtain toll providers' services (i.e., 1010-XXX).

### 2.17.2 Two PIC Option

Customers will be able to select one toll provider for intraLATA toll calls and, if so desired, the same or another toll provider for interLATA toll calls.

### 2.17.3 Preferred Carrier Freeze (PCF)

The Company offers a free service called Preferred Carrier Freeze. This service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange service provider as permanent choices which may not be changed absent further authorization from the Customer. The Company will send a letter to each Customer upon initiation or transfer of service, which informs the Customer of the option to freeze his/her intraLATA, interLATA and local service provider choice(s). At the time a Customer contacts the Company to establish a freeze, a representative will advise him/her on how to facilitate a change of provider(s) on a frozen account.

### 2.17.4 Carrier Change Charge

After the initial 30-day period, or at any time after an initial carrier selection has been made, any carrier selection or change is subject to a Non-Recurring Charge of \$5.00 per change, per line.

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### 3. APPLICATION OF RATES

#### 3.1 Introduction

The regulations set forth in this section govern the application of rates for Services contained in other sections of this Tariff. The Company will notify the TRA of the rates and charges and the terms and conditions of any promotion.

#### 3.2 Service Trials and Special Promotions

The Company may make special promotional offerings of its Service on a limited basis. This promotional offering may include waiving or reducing the applicable charges for the promoted Service. The promotion may also be offered for a limited duration and limited to specific locations within the state. The waiver of any charge, other than a Non-Recurring Charge, shall not exceed one (1) year.

#### 3.3 Individual Case Basis Arrangements

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer.

#### 3.4 Special Arrangements

Where the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; and (4) combinations thereof.

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Effective: August 12, 2000

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3.5 Business Rate Application

- 3.5.1 The term “Business Line” denotes Service provided when any of the following conditions exist:
- (A) The line is used primarily or substantially for a paid commercial, professional, governmental, educational or institutional activity; or
  - (B) The line is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
  - (C) The line uses a Service number listed as the principal or only number for a business in any telephone directory; or
  - (D) The line is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. The use of a line without compensation or reimbursement for a charitable or civic purpose will not constitute business use or render such line a “Business Line”; or
  - (E) The line does not otherwise qualify as a Residential Line (as defined herein).

3.6 Residential Rate Application

- 3.6.1 The term “Residential Line” denotes Service provided when any of the following conditions exist:
- (A) The line does not qualify as a Business Line, or
  - (B) It is used primarily and substantially for social or domestic purposes and the line is located in a residence, or, in the case of a combined business and residence Premises, is located in a bona fide residential quarters of such Premises and a separate Business Line is located in the business quarters of the same Premises.

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Issued: July 13, 2000

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### 3.7 Charges Based on Duration of Use

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.7.1 Calls are measured in duration increments consisting of initial period and additional periods.
- (A) Initial Period – The initial period is the length of a call for minimum billing purposes. If the duration of the Customer's call does not continue for the entire initial period, the Customer is charged for the entire initial period. The initial period varies by rate schedule and is specified in individual product rate sections of this Tariff.
  - (B) Additional Period – The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. If the duration of the Customer's call does not continue for the entire additional period, the Customer is charged for the entire additional period. Additional periods vary by rate schedule and are specified in the individual product rates section of this Tariff.
- 3.7.2 Chargeable time begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local Carrier and any intermediate Carrier(s).
- 3.7.3 Chargeable time for collect calls begins when the called station agrees to accept the charges for the call. Chargeable time for person-to-person calls begins when the designated called party (or an agreed upon substitute) is connected to the calling party. Chargeable time for all other calls begins when the station is answered.
- 3.7.4 Timing terminates on all calls when one party disconnects from the call.
- 3.7.5 Calls originating in one time period and concluding in another will be billed in proportion to the rates in effect during different segments of the call.

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Issued: July 13, 2000

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### 3.8 Rates Based Upon Distance

Where charges for a Service are specified based upon distance, the following rules apply:

#### 3.8.1 "V and H Coordinates"

Distance between two (2) points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic "V" and "H" coordinates associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The "V" and "H" coordinates for each Rate Center are found in the Local Exchange Routing Guide (LERG) issued by Telcordia. Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

The airline distance between any two (2) rate centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the LERG.
- (B) Compute the difference between the "V" coordinates of the two (2) Rate centers; and the difference between the two (2) "H" coordinates.
- (C) Square each difference obtained in step (B) above.
- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C) above.
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

- (G) FORMULA

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

Issued: July 13, 2000

Effective: August 12, 2000

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4. LOCAL EXCHANGE SERVICES

4.1 Description

4.1.1 The Company's local exchange Service provides the Customer with the ability to connect to the Company's switching network which enables the Customer to:

- access 911 or E-911 (where available);
- access other telecommunication carriers;
- place or receive Operator Service calls;
- place calls to Directory Assistance;
- place calls to toll free 8XX telephone numbers;
- access TRS;
- access 900/976 numbers;
- obtain a copy of the local White Pages Directory; and
- include a listing in the local White Pages Directory.

4.1.2 The following capabilities are also provided with the Company's local exchange Service:

- Caller ID Blocking, per call (using \*67 at no charge)
- Caller ID Blocking, per line (available to qualified customers where required, e.g., abuse hotline)
- 900/976 Blocking, per line (upon customer request at no charge)
- Touch-Tone

4.2 General Regulations

4.2.1 Service Area

The Company will serve Customers located in Cheatham, Davidson, Dickson, Fayette, Robertson, Rutherford, Shelby, Sumner, Tipton, Williamson and Wilson counties in the state of Tennessee and residing in BellSouth Telecommunications, Inc. ("BellSouth") exchanges.

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#### 4.2.2 Availability

Services are provided subject to technological availability and compatibility with Customer facilities. Services, rates, and Contract conditions may not be available in all areas.

#### 4.2.3 Local Calling Areas

- (A) The Company's Local Calling Areas within Tennessee are defined geographical exchange areas. Calls within these areas are completed using a local dialing pattern and are not rated as toll calls.
- (B) The Company will provide Service in selected BellSouth exchanges as defined below. As technical and/or economic feasibility permits, this section will be modified to reflect additional areas in which the Company will offer Service.

Adams-Cedar Hill	Lyles
Arlington	Memphis
Ashland City	Moscow
Charlotte	Murfreesboro
Collierville	Nashville
Covington	Old Hickory
Cross Plains-Orlinda	Pleasant View
Cunningham	Portland
Dickson	Sante Fe
Eagleville	Smyrna
Fairview	Somerville
Franklin	Spring Hill
Fredonia	Springfield
Gallatin	Triune
Goodlettsville	Vanleer
Grand Junction	Wartrace
Greenbrier	Watertown
Hartsville	White Bluff
Hendersonville	White House
Lebanon	Whiteville

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- (C) The Company concurs in BellSouth's exchange areas listed in its Tennessee General Subscriber Services Tariff. Local Calling Areas, for Customers whose Premises are located in the exchanges listed under 4.2.3 (B), will be the same as BellSouth's local calling areas.

4.3 Emergency Services (911/Enhanced 911)

- 4.3.1 Emergency Service (911/Enhanced 911) allows Customers to reach appropriate emergency agencies including police, fire and ambulance services.
- 4.3.2 Emergency Service (911/E911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

4.4 Telecommunications Relay Service

- 4.4.1 Telecommunications Relay Service enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the Tennessee Relay Center to complete such calls.

#### 4.5 Link-Up

4.5.1 Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a reduction in the Nonrecurring Charge to qualifying residential subscribers. The reduction available for a Link-Up connection is thirty dollars (\$30) or fifty percent (50%) of the Nonrecurring Charge, whichever is less.

#### 4.5.2 Regulations

- (A) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program, described in 4.6, following.
- (B) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (C) The Link-Up reduction is available each time the Customer installs or relocates the primary residential Service.
- (D) To receive the reduction, proof of eligibility must be provided prior to installation of Service.

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Issued: July 13, 2000

Effective: August 12, 2000

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#### 4.5.3 Eligibility

- (A) To be eligible for a Link-Up reduction, the named subscriber must be a current recipient of any of the following low income assistance programs.
  - 1. Temporary Assistance to Needy Families (TANF), previously known as AFDC
  - 2. Supplemental Security Income (SSI)
  - 3. Food Stamps
  - 4. Medicaid, as provided under TennCare
- (B) Additionally, a Customer with a total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority (TRA) for Link-Up eligibility certification.
- (C) All applications for Service are subject to verification with the TRA or state agency responsible for administration of the qualifying program.

#### 4.5.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for Service. The Link-Up reduction will not be established until proof of eligibility has been received by the Company. If the Customer requests installation without proof of eligibility, the requested Service will be provided without the Link-Up reduction.
- (B) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.
- (C) Resellers providing Link-Up service from this Tariff are responsible for determining proof of eligibility prior to requesting the Service. Disclosure requirements described above are applicable to resellers of Link-up service.

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Issued: July 13, 2000

Effective: August 12, 2000

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#### 4.6 Lifeline

The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a discount to monthly recurring local Service to qualifying residential subscribers.

##### 4.6.1 Regulations

- (A) Customers eligible for the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (B) One low income discount is available per household and is applicable to the primary residential connection only.
- (C) A Lifeline Customer may subscribe to the current offering available to other residence Customers.
- (D) Toll Restriction, if elected, will be provided at no charge to the Lifeline subscriber.
- (E) The deposit requirement is not applicable to a Lifeline Customer who subscribes to Toll Restriction. If a Lifeline Customer removes Toll Restriction prior to establishing an acceptable credit history, a Deposit may be required. When applicable, Advance Payments will not exceed the Nonrecurring and local Service charges for one month.
- (F) The PICC will not be billed to Lifeline Customers who subscribe to Toll Restriction and do not presubscribe to a long distance carrier.
- (G) A Lifeline subscriber's Service will not be disconnected for non-payment of regulated toll charges. Local Service may be denied for non-payment of local Service, in accordance with Section 2. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local Service will not be denied if the Service was previously denied for non-payment of toll charges.

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Issued: July 13, 2000

Effective: August 12, 2000

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#### 4.6.2 Eligibility

- (A) To be eligible for a Lifeline discount, a Customer must be a current recipient of any one of the following programs.
  - 1. Temporary Assistance to Needy Families (TANF), previously known as AFDC
  - 2. Supplemental Security Income (SSI)
  - 3. Food Stamps
  - 4. Medicaid, as provided under TennCare
- (B) Additionally, a Customer with a total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the TRA for Lifeline eligibility certification.
- (C) All applications for Service are subject to verification with the TRA or state agency responsible for the administration of the qualifying program.

#### 4.6.3 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for Service. The Lifeline discount will not be established until proof of eligibility has been received by the Company. If the Customer requests installation prior to the Company's receipt of proof of eligibility, the requested Service will be provided without the Lifeline discount. When eligibility documentation is provided subsequent to installation, the Lifeline discount will be provided on a going forward basis.
- (B) The Company reserves the right to require recertification of Lifeline subscribers for the purpose of determining continuing eligibility. This will be done in conjunction with the appropriate state agencies. Information obtained during this process will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

- (C) When a Customer is determined to be ineligible as a result of the recertification process, the Company will contact the Customer. If the Customer cannot provide eligibility documentation, the Lifeline discount will be discontinued.
- (D) Resellers providing Lifeline service from this Tariff are responsible for determining proof of eligibility prior to requesting the Service. Disclosure requirements described above are applicable to resellers of Lifeline service.

#### 4.6.4 Rates and Charges

- (A) Lifeline is provided as a monthly discount on the eligible residential subscriber's local access line bill for Service.
- (B) The total Lifeline discount consists of one federal discount plus one state discount, as follows:

- 1. Federal Credit

a. Temporary Assistance to Needy Families (TANF)	\$ 7.00
b. Supplemental Security Income (SSI)	7.00
c. Food Stamps	7.00
d. Medicaid (under TennCare)	7.00
e. TRA Certified	7.00

- 2. State Credit

a. One per Lifeline	3.50
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Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
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4.7 Business Service Offerings

- 4.7.1 SBC Phone Solution for Business:<sup>1,4,5</sup> Provides the customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Auto Redial <sup>2</sup>	Call Waiting/Cancel Call Waiting
Call Blocker	Call Waiting ID <sup>2</sup>
Call Forwarding <sup>2</sup>	Caller ID Name and Number
Call Forward/Busy Line-Don't Answer <sup>2</sup>	Local Usage (Business) <sup>3</sup>
Call Forwarding-Selective <sup>2</sup>	Message Waiting Indicator <sup>2</sup>
Call Return	Priority Call <sup>2</sup>
Call Trace	Three-Way Calling

- 4.7.2 SBC Multi-Line for Business:<sup>1,4,5</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Business. Each local exchange Channel will include a telephone number and the following features:

Call Trace	
Caller ID Name and Number	<u>Choice between:</u> <sup>2</sup>
Local Usage (Business) <sup>3</sup>	Series Completion Hunting or
Three-Way Calling	Circular Hunting

<sup>1</sup> May be ordered in quantities greater than one.

<sup>2</sup> May not be available in all areas.

<sup>3</sup> As described in 4.7.3.

<sup>4</sup> The customer may elect to deactivate any of the features; however, the rate will remain the same.

<sup>5</sup> The Company may make SBC Phone Solution for Business and SBC Multi-Line for Business available without features on an ICB basis, provided, however, that such ICBs will only be made available to Customers who subscribe to at least five (5) access lines.

- 4.7.3 Local Usage (Business): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Business and SBC Multi-Line for Business Services. It is provided on an unlimited basis and included at no additional charge.
- 4.7.4 Term Discounts: Discounts will be provided for local exchange Business Service offerings where certain term agreements are established, as specified in this Tariff.
- 4.7.5 Optional Features (Business): The following are available as additional optional features to SBC Phone Solution for Business or SBC Multi-Line for Business Services, as indicated, at an additional charge. All features may not be available in all areas.

Anonymous Call Rejection <sup>1,2</sup>

Auto Redial <sup>2</sup>

Call Forward/Busy Line- Don't Answer <sup>2</sup>

Call Forwarding <sup>2</sup>

Call Forwarding-Selective <sup>2</sup>

Call Forwarding-Simultaneous <sup>1,2</sup>

Call Waiting ID <sup>2</sup>

Circular Hunting <sup>3</sup>

Message Waiting Indicator <sup>2</sup>

Priority Call <sup>2</sup>

Remote Access to Call Frwdg. <sup>1,2</sup>

Series Completion Hunting <sup>3</sup>

Speed Calling 8 <sup>1,2</sup>

Toll Restriction <sup>1,2</sup>

<sup>1</sup> Available as an additional option with SBC Phone Solution for Business.

<sup>2</sup> Available as an additional option with SBC Multi-Line for Business.

<sup>3</sup> Available as an additional option with SBC Multi-Line for Business when not selected under 4.7.2.

4.7.8 PBX Trunks - SuperTrunk<sup>sm</sup>

Provides a 2-way digital direct T1 connection from the trunk side of the local switch to the Customer's Premise via a DS1 transport facility. Direct Inward Dialing (DID) capability is included; however, DID numbers are available at an additional charge. One telephone number will be assigned per trunk group.

SuperTrunk provides a digital transmission loop arrangement (DS1), a dedicated trunk port (channel/trunk capacity of 24), and local usage of the public switched network, on a per channel basis.

4.7.9 Direct Inward Dial (DID) Service

DID is a service which permits incoming calls to be dialed directly by a calling party to a station associated with a switching system located on the Customer Premises, thereby, bypassing the switchboard. These lines support inbound calling traffic only. In association with DID Service, DID numbers are required and offered in blocks of ten, at an additional charge.

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Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
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4.8 Residence Service Offerings

- 4.8.1 SBC Phone Solution for Residence:<sup>1</sup> Provides the Customer with a single, voice-grade, DTMF communications Channel. Each local exchange Channel will include a telephone number and the following features:

Anonymous Call Rejection <sup>2</sup>	Call Waiting ID <sup>2</sup>
Auto Redial <sup>2</sup>	Call Waiting/Cancel Call Waiting
Call Blocker	Caller ID Name and Number
Call Forwarding – Selective <sup>2</sup>	Local Usage (Residence)
Call Forwarding <sup>2</sup>	Message Waiting Indicator <sup>2</sup>
Call Forwarding/Busy Line-Don't Answer <sup>2</sup>	Priority Call <sup>2</sup>
Call Return	Speed Calling 8 <sup>2</sup>
Call Trace	Three-Way Calling

- 4.8.2 SBC Multi-Line for Residence: Provides the Customer with a single, voice-grade, DTMF communications Channel when purchased in addition to the SBC Phone Solution for Residence. Each local exchange Channel will include a telephone number and Local Usage (Residence).

- 4.8.3 Local Usage (Residence): Provides the ability to place and receive locally dialed calls over the public switched network. This capability is an inherent feature of SBC Phone Solution for Residence and SBC Multi-Line for Residence Services. It is provided on an unlimited basis and included at no additional charge.

- 4.8.4 Optional Features (Residence): Available as optional features to SBC Phone Solution for Residence or SBC Multi-Line for Residence Services, as indicated, at an additional charge. All features may not be available in all areas.

Call Forwarding-Simultaneous<sup>3</sup>  
SBC Multi-Line for Residence<sup>3</sup>  
Remote Access to Call Forwarding<sup>3</sup>  
Toll Restriction <sup>3,4</sup>

<sup>1</sup> The Customer may elect to deactivate any of the features, however, the rate will remain the same.

<sup>2</sup> May not be available in all areas.

<sup>3</sup> Available as an additional option with SBC Phone Solution for Residence.

<sup>4</sup> Available as an additional option with SBC Multi-Line for Residence.

4.8.5 Term Discounts: Discounts will be provided for local exchange Residential Service offerings where certain term agreements are established, as specified in this Tariff.

4.9 Features – Description

Anonymous Call Rejection – prevents calls that are blocked (\*67 per call blocking or per line blocked call) from reaching the phone of the user. The phone never rings and the caller hears a message stating that the number dialed will not receive blocked calls.

Auto Redial – calls back the last number called, whether to re-contact a person or because of a busy signal. If the line is busy, Auto Redial will continue to try the number for up to 30 minutes. When the line becomes free, the call will be placed and a special ring will notify the user. Calls can be placed or received while Auto Redial is at work. In addition, more than one number can be re-dialed at a time.

Call Blocker – allows the user to reject calls from up to ten numbers, including the last number called if the user so designates. When a call from the list comes in, the user's phone does not ring while the caller hears a recording indicating the call will not be accepted.

Call Forwarding – directs all incoming calls to any customer designated phone number.

Call Forwarding/Busy Line – Don't Answer (BLDA) – allows incoming calls that encounter a busy condition or are not answered after a customer-designated interval, to be automatically forwarded to another telephone number. The subscriber designates the number when the service is ordered.

Call Forwarding Selective – forwards up to 10 numbers to the number designated by the user.

Call Forwarding Simultaneous - forwards more than two calls that come in at the same time. With all other Call Forwarding services, only two calls can come in at the same time without the caller getting a busy signal. A Simultaneous Call Forwarding user can choose from 3-99 calls being forwarded at one time without receiving a busy signal.



Call Return – calls back the last incoming number that called, even if the user does not know the name or number of the caller. If the line is busy, Call Return keeps trying for up to 30 minutes. When the line is free, Call Return gives a signal with a special ring, and then proceeds to place the call. Calls can be placed or received while Call Return is at work. In addition, more than one number can be called back at a time.

Call Trace – initiates a trace on the last call received. The number from which threatening or obscene calls are made will be provided to the local law enforcement authorities should the user wish to file a complaint. Call Trace is available on a pay per use basis.

Call Waiting/Cancel Call Waiting – alerts the user with a special tone when there is an incoming call. The initial call can be placed on hold while the incoming call is answered. Cancel Call Waiting, a free feature of Call Waiting, temporarily turns off Call Waiting by the user pushing \*70 before the call is made.

Call Waiting ID – allows the subscriber to see the name and number of the incoming call when Call Waiting activates. The caller can then answer the call or choose to not answer it. Type 2 or higher CPE is needed for this service to function properly.

Caller ID Blocking – blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name.

Caller ID Name and Number – displays and records both the name and number of anyone who calls. Display equipment is required and must be purchased separately.

Hunting-Circular – allows a complete hunt over all the access lines in a prearranged access line hunt group. If no idle access line is encountered the hunting will continue until it reaches the access line that was originally called.

Hunting-Series Completion - hunting for an idle access line starts with the called access line in a prearranged hunt group and ends with the last access line in the hunt group, completing the call to the first idle access line encountered. Unless the first access line in the hunt group is called, only a portion of the access line group is hunted.

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Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
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Message Waiting Indicator - provides both stutter dial tone and a visual indicator that lets the user know there is a message in the voice mailbox. The visual indicator requires type 2.5 or higher CPE.

SBC Multi-Line for Business – an additional voice grade DTMF communications channel to SBC Phone Solution for Business. It also provides Caller ID Name and Number, Three-Way Calling, and the customer's choice of hunting options (circular or series completion) and unlimited local usage.

SBC Multi-Line for Residence – an additional voice grade DTMF communications channel to SBC Phone Solution for Residence and provides unlimited local usage.

Priority Call - allows the user to program the phone to recognize calls from specific numbers. A special ring is heard when one of those numbers calls.

Remote Access to Call Forwarding (RACF) - allows the user to control and change Call Forwarding from any touch-tone phone.

Speed Calling 8 - allows the user to quickly dial up to 8 local or long distance numbers with the pressing of one button.

Three Way Calling - connects three people in three different places at the same time. In addition, the user can put one person on hold while speaking to the third party.

Toll Restriction - is a central office feature that blocks all calls preceded by a 0 or 1 and denies access to operator services. However, calls to Inward WATS services and 1+ calls to the Company business offices, repair services and 911 are not blocked.

900/976 Blocking -blocks the customer from being able to place an outgoing call from a particular line to a number with a 900/976 prefix.

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Issued: July 13, 2000

Effective: August 12, 2000

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#### 4.10 Rate Schedule

##### 4.10.1 Business Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
(A) <u>SBC Phone Solution for Business, per line</u>		
Month-to-Month	\$ 52.70	\$ 50.00
12 Months	49.60	50.00
(B) <u>SBC Multi-Line for Business, per line</u>		
Month-to-Month	46.50	50.00
12 Months	43.80	50.00
(C) <u>Local Usage (Business), per line/channel</u>	No Charge (unlimited)	
(D) <u>Optional Features (Business): per line/channel</u>		
Anonymous Call Rejection	2.60	0.00
Auto Redial	3.40	0.00
Call Blocker	3.40	0.00
Call Forwarding	4.00	0.00
Call Forward/Busy Line-Don't Answer	3.60	0.00
Call Forwarding-Selective	4.00	0.00
Call Forwarding-Simultaneous	4.30	0.00
Call Return	3.80	0.00
Call Trace (per occurrence) <sup>1</sup>	NA	3.40
Call Waiting/Cancel Call Waiting	3.30	0.00
Call Waiting ID	5.10	0.00
Caller ID Blocking-Per Line	0.00	0.00
Circular Hunting	7.50	0.00
Message Waiting Indicator	.40	0.00
Priority Call	2.60	0.00
Remote Access to Call Forwarding	7.70	0.00
Series Completion Hunting	7.50	0.00
Speed Calling 8	3.80	0.00
Toll Restriction	11.30	0.00
900/976 Blocking	0.00	0.00

<sup>1</sup> This feature is charged per occurrence. No monthly rate applies.

Issued: July 13, 2000

Effective: August 12, 2000

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	<u>Monthly Rate</u>	<u>Nonrecurring</u>
(E) <u>Direct Inward Dialing (DID) Numbers:</u> <sup>1</sup>		
Initial Block of 10 Numbers	\$ 1.50	\$ 0.00
Additional Block of 10 Numbers	1.50	0.00
 (F) <u>PBX Trunks - SuperTrunk<sup>sm</sup> Service:</u>		
Digital Transmission Loop Arrangement, Per DS1		
Month-to-Month	262.50	750.00
12 Months	210.00	600.00
24 Months	200.00	500.00
36 Months	190.00	400.00
48 Months	180.00	300.00
60 Months	170.00	200.00
SuperTrunk Port, Per DS1		
Month-to-Month	250.00	200.00
12 Months	240.00	0.00
24 Months	230.00	0.00
36 Months	220.00	0.00
48 Months	210.00	0.00
60 Months	200.00	0.00
Channel Charge, Per Channel		
Month-to-Month	18.70	0.00
12 Months	18.50	0.00
24 Months	18.40	0.00
36 Months	18.30	0.00
48 Months	18.20	0.00
60 Months	18.20	0.00

<sup>1</sup> Quantities must be ordered in multiples of ten.

Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
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4.10.2 Residence Rates

	<u>Monthly Rate</u>	<u>Nonrecurring</u>
(A) <u>SBC Phone Solution for Residence</u> , per line:		
Month-to-Month	\$ 23.00	\$ 35.00
12 Months	21.60	35.00
(B) <u>SBC Multi-Line for Residence</u> , per line:		
Month-to-Month	11.20	35.00
12 Months	10.50	35.00
(C) <u>Local Usage (Residence)</u> , per line/channel	No Charge (unlimited)	
(D) <u>Optional Features (Residence)</u> , per line/channel:		
900/976 Blocking	0.00	0.00
Call Forwarding-Simultaneous	2.60	0.00
Caller ID Blocking-Per Line	0.00	0.00
Call Trace (per occurrence) <sup>1</sup>	NA	3.40
Remote Access to Call Forwarding	4.90	0.00
Toll Restriction	11.30	0.00
(E) <u>Lifeline</u> , per line: <sup>2</sup>		
Month-to-Month	12.50	17.50
12 Months	11.10	17.50

<sup>1</sup> This feature is charged per occurrence. No monthly rate applies.

<sup>2</sup> Monthly rate reflects the discount specified in 4.6 for Lifeline and the Nonrecurring reduction specified in 4.5 for Link Up.

Issued: July 13, 2000

Effective: August 12, 2000

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5. WHITE PAGES DIRECTORY LISTINGS

5.1 General Regulations

5.1.1 Primary Listing

The Company shall provide for a single White Pages Directory Listing, termed the "primary listing," in the local White Pages telephone directory published by the Incumbent Local Exchange Carrier (ILEC) in the Customer's exchange area. The primary listing will be the telephone number that is designated as the Customer's main billing number. White Pages Directory Listings of additional Customer telephone numbers associated with the Customer's service will be provided for a monthly recurring charge per listing.

5.1.2 Length of Directory White Pages Listing

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

5.1.3 Right of Refusal

The Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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Issued: July 13, 2000

Effective: August 12, 2000

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#### 5.1.4 Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the user of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

#### 5.1.5 Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

#### 5.1.6 Other Requirements

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

### 5.2 Descriptions

White Pages Directory Listings are provided in connection with each customer service as specified herein.

#### 5.2.1 Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with local exchange service at no additional charge.

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Issued: July 13, 2000

Effective: August 12, 2000

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5.2.2 Additional Listings

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in this Tariff.

5.2.3 Non-Published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-Published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-Published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Tariff.

5.2.4 Non-Listed Service

Non-Listed Service will be furnished at the customer's request, providing for the omission of the customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-Listed Service are specified in this Tariff.

5.2.5 Dual Name Listings

In the case of a residence, where two persons sharing the same surname and residing at the same address, or for a person known by two first names may be listed in the directory with a surname, two first names, address and telephone number. In the case of a business enterprise, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business which the customer owns, controls, or represents may be listed along with the address and telephone number.

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Issued: July 13, 2000

Effective: August 12, 2000

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5.2.6 Rates

<u>Directory Listings:</u>	<u>Monthly Rate</u>	<u>Nonrecurring</u>
Business, per line		
Primary Listing	NC	NC
Additional Listing	\$ 1.80	NC
Non-Published Listing	NC	NC
Non-Listed Name	NC	NC
Dual Name Listing	NC	NC
Residence, per line		
Primary Listing	NC	NC
Additional Listing	1.20	NC
Non-Published Listing	2.50	NC
Non-Listed Name	NC	NC
Dual Name Listing	NC	NC

Issued: July 13, 2000

Effective: August 12, 2000

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6. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

6.1 Operator Services

There are three types of Operator handled services:

1. Non-Automated: Non-automated service is where the person originating the call calls the Company operator who dials the number and collects billing information for the call. Operator handled charges apply.
2. Semi-Automated: Semi-automated service is where the person originating the call dials zero plus the desired telephone number and the operator assists in completion of the call. Surcharges apply.
3. Fully Automated: Fully automated service is where the call is completed without the assistance of an operator. Surcharges apply to fully automated alternately billed calls. Fully Automated alternate billing includes calling card, collect, and third number billing.

6.1.1 Person to Person

The service where the person originating the call specifies to the Company operator a particular person, service point, department, or office to be reached:

- A. When the connection is established, the person originating the call requests or agrees to talk to any person other than the person or point specified, the classification of the calls remains person-to-person; and
- B. The Company does not utilize a messenger to bring to a service point, a called person who cannot be reached at the service point.
- C. There are two levels of Person-to-Person service. They are:
  1. Operator-handled: Operator-handled service is where the person originating the call requests the operator to dial the number. The operator collects the necessary information to process the call.
  2. Operator-assisted: Operator-assisted service is where the person originating the call dials zero and the telephone number.

Issued: July 13, 2000

Effective: August 12, 2000

Issued by: Kevin M. Chapman, Director-Regulatory Relations  
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### 6.1.2 Station to Station

Station-to-station calls are those calls where the person originating the call to a telephone company operator or dials to a particular telephone number to be reached does not specify any particular person, station point or department. Station to Station services offered are as follows:

- A. Dial Station-to-Station is where the person originating the call dials the telephone number desired and the call is completed without the assistance of a Company operator. The call is billed to the originating number. When an operator places a call for the calling party who has attempted to complete the call but has been unable to do so due to network technical difficulties, the dial rate applies.
- B. There are three type of station-to-station Operator Assistance services: Non-Automated; Semi-Automated; and Fully Automated.

## 6.2 Operator Assisted Surcharges

The following services incur surcharges applied on a per call basis:

### 6.2.1 Calling Card

The service where a caller requests the call to be charged to an authorized telecommunications calling card. An authorized card is one where the Company can perform billing validation. The Called party can option to have the operator charge the call to the Called parties calling card or third number. Calling Card services can be non-automated, semi-automated or fully automated. A Calling Card call is either Person-to Person or Station-to-Station.

### 6.2.2 Third Number Billing

The service where a caller requests the billing to a telephone number other than the calling and called telephone number. The call is completed with the assistance of an operator. The Called party can choose to have the operator charge the call to the Called parties calling card or third number. The Company may refuse Customer Third Number Billing capability if the Company determines the Customer's Billing Telephone Number has Call Forwarding activated. Third Number Billing is either Person-to-Person or Station-to-Station.

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Issued: July 13, 2000

Effective: August 12, 2000

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6.2.3 Collect Calling

The service where a caller request the charge be reversed to the called number provided the charge is accepted. The Called party can option to have the operator charge the call to the Called parties calling card or third number. The Company may refuse the Customer Collect Call capability if the Company determines the Customer's Billing Telephone Number has Call Forwarding activated. A Collect Call is either Person-to-Person or Station-to-Station.

6.2.4 Busy Line Verification and Interrupt Service

Busy Line Verification and Interrupt Service which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

A. Busy Line Verification

Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.

B. Busy Line Verification with Interrupt

The operator will verify the called line to determine if busy and then interrupt the call on the called line only if calling party requests interruption.

6.3 Directory Assistance

SBCT furnishes Directory Assistance Service whereby customers may request assistance in determining local listing information.

6.3.1 Call Allowances

Customers are allowed two (2) local Directory Assistance calls per line per month without a charge. The same allowances and limitations apply to each line, regardless of the number of lines per customer. Subsequent Directory Assistance calls incur a charge.

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Issued: July 13, 2000

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### 6.3.2 Listings Per Call

The Customer will be able to request a maximum of two (2) telephone numbers per each call to Directory Assistance.

- A. No credit will be given for any unused portion of the Customer's allowance. No credit will be given for requested telephone numbers that are non-published or non-listed. No credit will be given for requested telephone numbers that are not found in the directory.
- B. Customers whose physical or visual handicaps prevent them from using the telephone directory are excluded from charges. Upon presentation of a certificate signed by any physician or issued by any agency recognized by the state as having the authority to certify such handicaps.

### 6.3.3 Operator Assisted Directory Assistance Call

- A. Where the Customer places a call to the Directory Assistance attendant via an operator and where the Customer experiences technical difficulties, the call placed shall be considered as Customer dialed.

### 6.3.4 Directory Assistance Call Completion

- A. Directory Assistance Call Completion (DACC) is a service that provides the Customer with completion of local calls when the Customer requests a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator.
- B. Exceptions
  - 1. Where facilities permit, DACC will be offered to all classes of service with the following exception:
    - a. DACC is not available from Customer Owned Pay Telephone Service.
    - b. DACC is not offered with requests for Non Local Service requests for Directory Assistance
    - c. DACC is not available on a restricted line (e.g. coin, hotel, inmate and certain types of PBX).

#### 6.4 National Listing Service

This service provides the Customers access to Directory Assistance listing information outside the local calling area anywhere in the United States.

1. Call allowances apply to only Local listings and are not applicable to National Listings.

#### 6.5 Rates and Charges

##### 6.5.1 Directory Assistance Charges

<u>Call Type</u>	<u>Monthly Rate</u>
Local DA with Call Completion	\$0.90
National Listing Service DA	\$0.90

##### 6.5.2 Operator Assisted Charges (Semi-Automated or Fully Automated)

<u>Call Type</u>	<u>Monthly Rate</u>
Third Number	\$4.00
Calling Card	\$1.50
Collect Calls	\$4.00

##### 6.5.3 Operator Assisted Charges (Non-automated)

<u>Call Type</u>	<u>Monthly Rate</u>
Third Number	\$5.00
Calling Card	\$5.00
Collect Calls	\$5.00
Person-to-Person	\$8.95
Busy Line Verification	\$13.00
Busy Line Interrupt	\$13.00

Issued: July 13, 2000

Effective: August 12, 2000

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7. INTEGRATED SERVICES
8. DATA ACCESS SERVICES
9. PRIVATE LINE SERVICE

Private Line Service provides digital data non-switched point-to-point Service over fully dedicated lines at a fixed monthly rate. These circuits are dedicated to the Customer for the Customer's exclusive use twenty-four (24) hours per day.

9.1 Service Description

9.1.1 DSO Service

DS0 Private Line (DS0) is a Channel for duplex four-wire transmission of synchronous serial data at a rate of 56 Kbps and 64 Kbps Clear Channel (CC). The actual bit rate is a function of the Channel interface selected by the Customer. The Channel provides a synchronous service with timing provided by the Company network. The Channel provides a synchronous service with timing provided through Company's facilities to the Customer in the received bit stream. DS0 Channels are provisioned, 1) between Customer designated Premises, 2) between a Customer designated Premises and a Company POP where DS1 Multiplexing is performed, and 3) as a Service-to-Service Through Connect Arrangement with another DS0 circuit. DS0 is not provided on a multi-point configuration and is not multiplexed at sub-rate speeds less than 56 Kbps. DS0 is also not offered with secondary Channel capability or any form of diversity, equipment protection, or loop / interoffice transport redundancy.

When a single DS0 is ordered to be terminated at a Customer's designated IXC's all-digital POP which requires a minimum digital interface level of 1.544 Mbps, the Company will provide the required interface to the IXC where facilities are available. For this connection, the Company will require the IXC to procure a minimum of a DS1-level Private Line entrance facility (or Channel termination) from its POP to the Company POP.

### 9.1.2 DS1 Service

DS1 Private Line (DS1) is a Channel for the transmission of nominal 1.544 Mbps, isochronous serial data. The actual bit rate and framing format is a function of the Channel interface selected by the Customer. DS1 channels are provisioned, 1) between Customer designated Premises, 2) between a Customer designated Premises and a Company POP (where DS1 Multiplexing is performed), 3) between a Customer designated Premises and an DS3 Private Line Multiplexer DS1 port (at a Company POP where DS3 Multiplexing is performed), and 4) as a Service-to-Service Through Connect Arrangement with another DS1 circuit. Fractional DS1 Private Line is not available.

When a single DS1 is ordered to be terminated at a Customer's designated IXC's all-digital POP which requires a minimum digital interface level of 44.736 Mbps, the Company will provide the required interface to the IXC where facilities are available. For this connection, the Company will require the IXC to procure a minimum of a DS3-level Private Line entrance facility (or Channel termination) from its POP to the Company POP.

### 9.1.3 DS3 Service

DS3 Private Line (DS3) is a Channel for the transmission of nominal 44.736 Mbps, isochronous serial data. DS3 circuits are provisioned, 1) between Customer designated Premises, 2) between a Customer designated Premises and a Company POP (where DS3 Multiplexing is performed), 3) between a Customer designated Premises, and 4) as a Service-to-Service Through Connect Arrangement with another DS3 circuit.

When Customers order DS3, they will receive an electrical signal with a transmission speed of 44.736 Mbps per Channel.

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Issued: July 13, 2000

Effective: August 12, 2000

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## 9.2 Service Element Description

### 9.2.1 Channel Termination

The Channel Termination (CT) provides the communications path between a Customer designated Premises and the Company POP, known as the serving wire center for that Premises. The CT also serves to terminate Private Line at collocation cages (if applicable), either within or outside of the Company's POP. The CT also provides for the communications path within a building which connects a Customer's facility with a Customer designated Premises without routing through the Company POP. Included as part of the CT is a standard Channel interface arrangement which defined the technical characteristics associated with the type of facilities to which the Private Line is to be connected at the point of termination (POT) and the type of signaling capability, if any. The signaling capability itself is provided as an optional feature depending on the type of Private Line offered. One CT charge applies per Customer designated Premises at which the Channel is terminated. The CT carries a monthly Recurring Charge and a one-time Non-Recurring Charge at the time of installation. This charge will apply even if the Customer designated Premises and the serving wire center (Company POP) are both located in the same location.

### 9.2.2 Interoffice Mileage

Interoffice Mileage (IOM) provides for the transmission facilities between the Company POPs (serving wire centers) associated with two Customer designated Premises. An IOM fixed mileage charge provides for the electronic equipment required to terminate an interoffice Channel in the Company POP to another Company POP or designated remote terminal location. Only one monthly fixed mileage charge per circuit will apply. A "per mile" charge provides for the electronic equipment and fiber optic cable necessary to provide the interoffice transport. The per mile rate is applied multiplied by the number of airline miles that make up the interoffice portion of the circuit. There is no one-time Non-Recurring Charge for IOM. IOM is measured as mileage calculated on the airline distance between the locations involved; (e.g., the Company POP and Remote Terminal, or a Company POP and an associated ILEC serving wire center, or hubbing office associated with two Customer locations, or two ILEC wire centers via a Company POP.)

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### 9.3 Optional Features

#### 9.3.1 Multiplexing

Multiplexing from DS1 to DS0 (digital only) that provides an arrangement that converts a 1.544 Mbps channel into twenty-four 64Kbps channels utilizing digital time division multiplexing. No voice grade DS0 ports are available (as typically deployed via D4 channel banks.) DS1 Multiplexing has a fixed monthly rate for a System Arrangement that includes all twenty-four digital DS0 ports. TPP pricing is available for this feature.

#### 9.3.2 Clear Channel Capability

An option that provides the Customer with an increase in usable bandwidth from 1.344 Mbps to 1.536 Mbps of an unconstrained data stream across the network. CCC is provided only on 1.544 Mbps and requires the Customer signal at the Channel interface to conform to Bipolar with Eight Zero Substitution (B8ZS) line code format as described in the appropriate technical reference for DS1 Private Line. All CPE must be compatible with this method of providing the unconstrained signal. CCC has a fixed monthly charge for the feature. No Non-Recurring Charge applies at the time of the initial order for the DS1. However, a service modification charge will apply if CCC is added or deleted from an existing DS1. Term pricing is not available for this feature.

9.3.3 Extended Super Frame Format (ESF):

ESF passes a Customer provided framing format for 1.544 Mbps DS1 Private Line. ESF extends the Customer's 1.544 Mbps framing structure from 12 to 24 frames and divides the 8 Kbps 193<sup>rd</sup> bit position pattern into three distinct functions which are; 1) 2 Kbps for frame synchronization, 2) 2 Kbps for cyclic redundancy checking, and 3) 4 Kbps for primarily to send performance monitoring information over the "Facilities Data Link". ESF has a fixed monthly charge for the feature. No Non-Recurring Charge applies at the time of the initial order for the DS1. However, a service modification charge will apply if ESF is added or deleted from an existing DS1. Term pricing is not available for this feature.

9.3.4 Service to Service Through Connect Arrangement

The Service-To-Service Through Connect Arrangement provides for an interconnection of like services with the same interface and speed (e.g., DS1 to DS1 circuits) in a Company POP. The through connection is provided in conjunction with all Private Line services stated within this Tariff. The Customer is responsible for all billing associated with the interconnection.

9.3.5 Port/Port Modification

(A) DS1 Port Modification

A charge applied when an existing DS1 port is reconfigured with other ports, resulting in removal of the port and the substituting of other port(s) in its place. If additional ports are being ordered for an existing circuit, this rate element does not apply.

(B) DS3 Port Modification

A charge applied when an existing DS3 port is reconfigured with other ports, resulting in removal of the port and substitution of other port(s) in its place. If additional ports are being ordered for an existing circuit, this rate element does not apply.

#### 9.4 Moves and Rearrangements

##### 9.4.1 Service Facility Move (SFM)

A SFM is a Customer-initiated move of one end of a Company central office (POP) distribution link (e.g., jumper cable, DSX patch cable, etc.) from one facility to another existing facility (of the same or higher transmission speed). All activity associated with the SFM must occur within a single Company POP. Rates for SFMs are one-time, Non-Recurring Charges.

In order to be considered an SFM, all associated order activity (disconnects and new connects) must occur as part of the same order and the facility to which service is being moved must exist and have sufficient capacity to accept the moved service. *NOTE: AN SFM DOES NOT INCLUDE A CUSTOMER INITIATED MOVE OF A CUSTOMER PREMISES AND DOES NOT INCLUDE A MOVE OF POINT OF TERMINATION WITHIN THE SAME CUSTOMER PREMISES.* An SFM is a move within the same central office; however, that may result in the change of one end point (e.g., customer premises location) of the circuit involved provided the following conditions are met (1 and 2 or only 3 below):

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- (1) The change of Customer Premises can only occur on the end of the circuit which has the Connecting Facility Arrangement (CFA);

and

- (2) The Customer Premises locations involved in the change belongs to the same customer;

or

- (3) The Customer Premises locations involved in the change belongs to two different Customers, but the Customer requesting the SFM has previously coordinated the activity such that all activity (disconnects and new connects) will occur simultaneously. If this coordination has not been accomplished beforehand, then the Company will proceed with the disconnect/new connect orders as non-related and new installation charges will apply for Services being relocated.

Private Line SFMs may be performed at the following like-speed and interface service levels; these include:

DS0 to DS0  
DS1 to DS1  
DS3 to DS3

#### 9.4.2 Point of Termination Move

Any move of the point of termination within the same Customer Premises involving an existing Private Line circuit being moved to a new location within the same Customer Premises, may be provided, at the Customer's request, on a time sensitive charge basis. No change in billing period is required.

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#### 9.4.3 Customer Premises Move

A move of existing service may be provided at the Customer's request. The Customer will be billed five percent (5%) of the normal Private Line termination charge. Following the payment of applicable termination charges, the Customer will be responsible for any Non-Recurring Charges associated with the reconnection of the service (e.g., Private Line CT Installation Charge).

In the event a change involves a physical move of the point of termination at the Customer's Premises or a move of the Customer's Premises, a "Move" charge will apply. The Customer is liable for any installation or Non-Recurring Charges applicable with the installation of a new service. These charges are also applicable even if the Customer signed a term contract and received a full or partial waiver of installation charges with the original installation of service. If the move of the Customer's Premises is as a result of an SFM, stated earlier, and the facility to the new Premises is existing, then termination charges will not apply. No Non-Recurring Charges will apply for that end of the Channel or circuit except the applicable SFM charge.

One end of a Private Line circuit (e.g., the Customer Premises) may be moved without termination liability provided the following circumstances exist:

1. Customer maintains the same level and commitment of service (e.g., quantity of like-speed and interface Private Line circuits and billing period length); and
2. All equipment and transport facilities exist at the new location.

Charges for this one-ended move shall be on a time sensitive basis.

#### 9.5 Miscellaneous Charges

##### 9.5.1 Additional Engineering

Additional Engineering will be provided by the Company at the request of the customer only when:

1. A Customer requests additional technical information after the Company has already provided the technical information normally included on the Design Layout Report (DLR); or
2. The Company engineers a Customer's request for a customized service that is not considered by the Company to be a standard offering.

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9.5.2 Overtime Installation

Overtime installation is that part of the Company installation effort that takes place outside of normally scheduled working hours.

9.5.3 Stand-by Time

Stand by time includes all time in excess of one-half (1/2) hour during which Company personnel stand by while the Customer or third party makes installation acceptance tests or performs cooperative tests with a Customer to verify facility repair on a given service.

9.5.4 Testing Time

Additional testing, maintenance or repair of facilities which connect to facilities of other telephone companies, is that testing which is in addition to the normal effort required to test, maintain or repair facilities provided solely by the Company.

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9.6 Rates and Charges

The rates depicted below are for month-to month or a one-year term as well as thirty six-month or sixty month terms.

9.6.1 Channel Termination (DS0)

(A) DS0 (56Kbps) Rate Elements & DS0 (64Kbps) Rate Elements  
per Circuit, per customer premises

	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
<u>Channel Termination</u>		
Month-to-Month	\$87.00	\$290.00
36 Months	72.30	170.00
60 Months	68.00	0

(B) Interoffice Mileage

1. Mileage, per Circuit  
Fixed

Month-to-Month	34.00
36 Months	21.30
60 Months	18.70

2. Per Mile

Month-to-Month	3.40
36 Months	2.55
60 Months	1.70

(C) Extended Transport

Month-to-Month	28.90	150.00
36 Months	28.90	150.00
60 Months	28.90	150.00

(D) Extended Mileage

Month-to-Month	2.89
36 Months	2.89
60 Months	2.89

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	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
(E) Service-to-Service Through Connect Arrangement		
Month-to-Month		\$50.00
36 Months		50.00
60 Months		50.00
(F) Moves		
1. Service Facility Move		
Month-to-Month		10.00
36 Months		10.00
60 Months		10.00
2. Moves of Point of Termination		
Initial Increment		
Month-to-Month		75.00
36 Months		75.00
60 Months		75.00
Additional Increment		
Month-to-Month		40.00
36 Months		40.00
60 Months		40.00
(G) Moving Customer Premises		
Provisions as specified in Section 9.4.3 preceding apply.		

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	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
9.6.2 DS1 Rate Elements per Circuit, per customer premises		
(A) <u>Channel Termination</u>		
Month-to-Month	\$128.00	\$630.00
36 Months	108.00	370.00
60 Months	105.00	0
(B) Interoffice Mileage		
1. <u>Mileage, per Circuit</u>		
<u>Fixed</u>		
Month-to-Month	68.00	
36 Months	63.80	
60 Months	59.50	
2. <u>Per Mile</u>		
Month-to-Month	17.90	
36 Months	12.80	
60 Months	11.10	
(C) Extended Transport		
Month-to-Month	57.80	320.00
36 Months	57.80	320.00
60 Months	57.80	320.00
(D) Extended Mileage		
Month-to-Month	15.20	
36 Months	15.20	
60 Months	15.20	

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		<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
(E)	Optional Features		
	1. CO Multiplexing (DS1 to DS0)		
	Month-to-Month	\$168.00	\$110.00
	36 Months	145.00	70.00
	60 Months	142.00	0
	2. Clear Channel Capability		
	Month-to-Month		0
	36 Months		0
	60 Months		0
	3. Extended Super Frame Format (ESF)		
	Month-to-Month		0
	36 Months		0
	60 Months		0
	4. Service-to-Service Through Connect Arrangement		
	Month-to-Month		50.00
	36 Months		50.00
	60 Months		50.00
(F)	Moves		
	1. Service Facility Move		
	Month-to-Month		10.00
	36 Months		10.00
	60 Months		10.00
	2. Moves of Point of Termination Initial Increment		
	Month-to-Month		75.00
	36 Months		75.00
	60 Months		75.00
	Additional Increment		
	Month-to-Month		40.00
	36 Months		40.00
	60 Months		40.00
(G)	Moving Customer Premises		
	Provisions as specified in Section 9.4.3 preceding apply.		

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	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
9.6.3 DS3 Rate Elements per Circuit, per customer premises		
(A) <u>Channel Termination</u>		
Month-to-Month	\$1600.00	\$250.00
36 Months	1360.00	150.00
60 Months	1230.00	0
(B) Interoffice Mileage		
1. <u>Mileage, per Circuit</u> <u>Fixed</u>		
Month-to-Month	1230.00	
36 Months	1060.00	
60 Months	940.00	
2. <u>Per Mile</u>		
Month-to-Month	102.00	
36 Months	85.00	
60 Months	76.50	
(C) Extended Transport		
Month-to-Month	1050.00	130.00
36 Months	1050.00	130.00
60 Months	1050.00	130.00
(D) Extended Mileage		
Month-to-Month	87.00	
36 Months	87.00	
60 Months	87.00	
(E) Optional Features		
1. CO Multiplexing (DS3 to DS1)		
Month-to-Month	468.00	240.00
36 Months	417.00	140.00
60 Months	395.00	0
2. Service-to-Service Through Connect Arrangement		
Month-to-Month		50.00
36 Months		50.00
60 Months		50.00

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	<u>Monthly Rate</u>	<u>Nonrecurring Rate</u>
(F) Moves		
1. Service Facility Move		
Month-to-Month		\$10.00
36 Months		10.00
60 Months		10.00
2. Moves of Point of Termination		
Initial Increment		
Month-to-Month		75.00
36 Months		75.00
60 Months		75.00
Additional Increment		
Month-to-Month		40.00
36 Months		40.00
60 Months		40.00
(G) Moving Customer Premises		
Provisions as specified in Section 9.4.3 preceding apply.		

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9.7 Order Processing Charges

Order Charge	\$50.00
Design Change Charge	60.00
Service Date Change Charge	65.00
Expedited Order Charge	75.00
(Plus Miscellaneous Labor Charges)	
Order Cancellation Charge	75.00
(Plus Miscellaneous Labor Charges)	

Custom Pricing Plan - Individual Case Basis (ICB)  
(Customers who purchase multiple circuits may be eligible for additional discounts). Pricing will be done on an Individual Case Basis (ICB).

9.8 Miscellaneous Charges

		First Half Hour Or Fraction	Each Additional Hour Or Fraction
9.8.1	Additional Engineering		
	- Basic Time	\$200.00	\$120.00
	- Overtime	200.00	120.00
9.8.2	Installation/Maintenance		
	- Overtime	225.00	120.00
	- Premium Time	300.00	160.00
9.8.3	Stand By		
	- Basic Time	150.00	80.00
	- Overtime	225.00	120.00
	- Premium Time	300.00	160.00
9.8.4	Testing and Maintenance with Other Telephone Companies or Other Labor		
	- Basic Time	150.00	80.00
	- Overtime	225.00	120.00
	- Premium Time	300.00	160.00

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